

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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MOHAMMAD AMMAR AL-BAHLOUL,	:	DOCUMENT
	:	ELECTRONICALLY FILED
Plaintiff,	:	DOC#: _____
	:	DATE FILED: <u>10/8/2020</u>
	:	
	:	
v.	:	
	:	10-cv-09257 (ALC)
THE REPUBLIC OF TAJIKISTAN,	:	
	:	
	:	
Defendant.	:	
	:	
-----	X	
ANDREW L. CARTER, JR., District Judge:		

AMENDED DEFAULT JUDGMENT CONVERTING INTO U.S. CURRENCY

This cause came before the Court on Movant, Mohammad Ammar Al-Bahloul's, Letter Motion for Conversion of Default Judgment into U.S. Currency, specifically the Default Judgment entered on April 19, 2011, confirming the September 2, 2009 Partial Award on Jurisdiction and Liability and the June 8, 2010 Final Award by an arbitration panel of the Arbitration Institute of the Stockholm Chamber of Commerce (the "April 19, 2011 Judgment"), and notice having been sent to Defendant the Republic of Tajikistan at the addresses previously used in this matter, and the Court receiving no response therefrom to the instant application, and the Court incorporating by reference the findings of fact, conclusions of law and rulings in the April 19, 2011 Judgment, and the Court finding that:

1. The Default Judgment entered on April 19, 2011 confirming the September 2, 2009 Partial Award on Jurisdiction and Liability and the June 8, 2010 Final Award by an arbitration panel of the Arbitration Institute of the Stockholm Chamber of Commerce was entered in

two foreign currencies, EUR 562,488 in Euros and SK 4063 in Swedish Krona. Movant moved pursuant to Fed. R. Civ. P. 60(a) to convert the Default Judgment into U.S. Currency and the Court grants that motion.

2. On April 19, 2011, Euro to U.S. Dollar rate was 1EUR = \$1.4336. At that rate, the total amount of Euros in the Default Judgment converts into \$806,382.80.
3. On April 19, 2011, Swedish Krona to U.S. Dollar rate was 1 SK = \$.1607, at that rate, the total amount of Swedish Krona in the Default Judgment converts into \$652.92.
4. Accordingly, the principal amount of the Default Judgment in foreign currencies converts into \$807,035.72 in U.S. Dollars based on the date the judgment was entered.

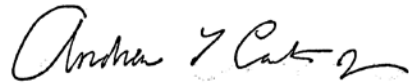
NOW THEREFORE, IT IS HERBY ORDERED, ADJUDGED AND DECREED:

1. The April 19, 2011 Default Judgment be and hereby is converted into U.S. Currency as an Amended Default Judgment, and entered this day of 2020, but effective as of the date of the Default Judgment entered April 19, 2011;
2. Post judgment interest shall accrue pursuant to 28 U.S.C. 1961 from the date of entry of the original Default Judgment, April 19, 2011 in United States dollars based on the total amount of \$807,035.72.

SO ORDERED.

Dated: October 8, 2020

New York, New York


ANDREW L. CARTER, JR.
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
Mohammad Ammar Al-Bahloul

Plaintiff,

-against-

The Republic of Tajikistan

Defendant,
-----x

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 4/19/11

Index No. _____

DEFAULT JUDGEMENT

10 CV 9257

This cause came before the Court on Movant Mohammad Ammar Al-Bahloul's ("Al-Bahloul") Motion for Entry of a Default Judgment confirming the September 2, 2009 Partial Award on Jurisdiction and Liability and the June 8, 2010 Final Award by an arbitration panel of the Arbitration Institute of the Stockholm Chamber of Commerce.

1. Movant is an Austrian citizen with his principle place of business in Vienna, Austria.
2. Movant instituted this action on December 10, 2010 by filing its Application to Confirm Arbitral Awards pursuant to Section 203 of the FAA, 9 U.S.C §203, which expressly confers original subject matter jurisdiction on this Court over proceedings falling under the Convention on Recognition and Enforcement of Foreign Arbitral Awards or the "New York Convention" of which Sweden (the seat of the arbitration) is a signatory.
3. Movant has proven specific Personal Jurisdiction over Tajikistan because it has purposefully availed itself of the benefits of this forum by its maintenance of a permanent mission at 216 East 49th Street, New York, NY 10017 (\$304.4) and the maintenance of federally insured and protected bank accounts with Chase

Manhattan Bank in New York City (§302,1). These minimum contacts just scratch the surface of Tajikistan's activity in the State of New York. This court also has personal jurisdiction over Tajikistan as it has impliedly consented to personal jurisdiction in this forum through the Energy Charter Treaty as confirmed by the tribunal in the Partial Award on Jurisdiction and Liability.

4. Venue is proper in this district under section 204 of the FAA, 9 U.S.C. §204, and the general venue statute, 28 U.S.C. §1391.
5. Movant has complied with the requirements of Article IV (1) of the New York Convention by supplying with this application: (i) a copy of the Partial Award on Jurisdiction and Liability (Exhibit 1-B of Document #1), certified as a true and accurate copy by the Plaintiff (Exhibit at 1-A of Document #1); (ii) a copy of the Final Award (Exhibit 2-B of Document #1), certified as a true and accurate copy by the Plaintiff (Exhibit 2-A of Document #1); (iii) a copy of the arbitration agreement (Exhibit 3 of Document #1) given effect by the signing of the Energy Charter Treaty by the Republics of Austria and Tajikistan.
6. On January 4, 2011 summons was duly issued by this court to Defendant The Republic of Tajikistan.
7. On January 25, 2011 by Clerk Certificate of Mailing the Application, Exhibits and Summons were served upon the President of The Republic of Tajikistan. A response was due no later than February 15, 2011. The Minister of the Ministry of Energy and Industry was also effectively served as further notice to the government on February 11, 2011, requiring a response by March 8, 2011, but the Republic has failed to make any appearance or response.

8. Defendant The Republic of Tajikistan has failed to plead or otherwise defend.

NOW THEREFORE, IT IS HERBY ORDERED, ADJUDGED AND DECREED:

The Court, having reviewed Plaintiff's Application to Confirm Arbitral Awards, hereby GRANTS the Application, and Orders that Defendant must within thirty (30) days of the date of this Order:

- a. Pay Plaintiff EUR 562,488 and SK 4063 pursuant to the confirmation of the Partial Award on Jurisdiction and Liability and Final Award;
- b. ~~Pay the Plaintiff attorney's fees in connection with its Application to Confirm Arbitral Awards amounting to \$12,500;~~
- c. Pay the Plaintiff costs related to this suit amounting to \$370;
- d. ~~Pay interest from the date of this judgment until the full amount is paid.~~

Additionally, pursuant to its powers under the Federal Arbitration Act and the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, this court confirms the findings of the Partial Award on Jurisdiction and Liability (issued in Stockholm September 2, 2009) and the Final Award (issued in Stockholm June 8, 2010). *post judgment interest pursuant to 28 USC § 1961 at the rate of — percent per annum from the date of this judgment.*

Clerk of Court

Dated: ~~March 9, 2010~~
April 19, 2011

Barbara S. J.
United States District/Magistrate Judge

The Clerk of the Court is directed to compute the post judgment interest rate as of the date of this order.

The post-judgment interest rate as of the date of this order is

0.24% per annum

Rub, S. Kravich
By [Signature]
Deputy